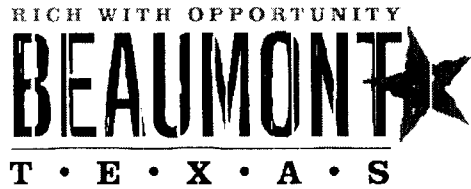


**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS APRIL 1, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – March 25, 2014
- * Confirmation of committee appointments
- A) Approve a resolution authorizing the City Manager to renew the WIC Division Lease Agreement
- B) Approve a resolution accepting the donation of property for the development of Northwest Parkway Project (14.553 acres situated in W. B. Dyches Survey, Abstract No. 17)
- C) Approve a resolution authorizing eminent domain proceedings to acquire property for the Northwest Parkway Project (1.961 acres of land, situated in the W. B. Dyches Survey, Abstract No. 17)
- D) Approve a resolution authorizing the City Manager to execute all documents necessary for an affiliation agreement between The City of Beaumont's EMS Division and San Jacinto College
- E) Approve a resolution authorizing the execution of a License to Encroach Agreement with Terry Chilton
- F) Approve a resolution authorizing the settlement of the claim styled City of Beaumont v. Sunland Construction, Inc. and TransCanada Keystone Pipeline, LP



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: April 1, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to renew the WIC Division Lease Agreement.

BACKGROUND

The Beaumont Public Health Department's Women, Infants, and Children (WIC) program is currently operating its satellite office at 4890 Dowlen Road. The current lease expired March 31, 2014.

The space at 4890 Dowlen Road is approximately 2,425 square feet. The new rent rate will be \$3,233.33 per month, or \$1.33 per square foot. This is a 13% increase over the previous rate. The new two (2) year lease will begin on April 1, 2014 and expire March 31, 2016, with no option to renew. There is a provision in the original Lease to terminate with thirty (30) days' written notice.

The Landlord will maintain the major building components, such as the roof and foundation, exterior doors and walls, electrical and plumbing systems, and major components of the heating and air conditioning systems. Water and garbage service is included in the rent payment. The City will be responsible for paying telephone and electricity services, and for miscellaneous painting, minor repairs, air conditioner filters and minor plumbing repairs.

A copy of the proposed renewal in its substantial form is attached for your review.

Sherry Ulmer, Public Health Director, approves the terms of the proposed renewal.

FUNDING SOURCE

Expenditures for this lease are reimbursed by the Texas Department of State Health Services, WIC Division.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, on January 11, 2011, the City Council of the City of Beaumont, Texas passed Resolution No. 11-013 authorizing the City Manager to execute a three (3) year lease agreement with Weingarten Realty (Landlord) for property located at 4890 Dowlen Road, Beaumont, Texas for a proposed expenditure of \$2,909.48 per month for the Women's, Infants and Children (WIC) satellite office; and,

WHEREAS, City Council is of the opinion that it is in the best interest of the City to renew the Lease Agreement with Weingarten Realty (Landlord) for a term of two (2) years, commencing April 1, 2014 and terminating March 31, 2016, with a proposed expenditure of \$3,233.33 per month;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Council hereby approves the execution of a renewal of the Weingarten Realty Investors (Landlord) Lease Agreement for a two (2) year lease, commencing April 1, 2014 and terminating March 31, 2016, for property located at 4890 Dowlen Road, Beaumont, Texas, for a proposed expenditure of \$3,233.33 per month for the Women, Infants, and Children (WIC) satellite office. The renewal is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of April, 2014.

- Mayor Becky Ames -

Eastex Venture
P.O. Box 924133
Houston, Texas 77292-4133

RE Lease Dated: February 3, 2011
Landlord: Eastex Venture
Tenant: City of Beaumont
Premises: Approximately 2,425 square feet in Landlord's
North Park Plaza Shopping Center, Beaumont, TX

Gentlemen:

Reference is made to the above captioned lease, together with all subsequent amendments and extensions thereto, collectively herein referred to as "Lease", for a term which shall terminate March 31, 2014. This letter agreement ("Renewal Letter"), when executed by the parties, amends the Lease as hereinafter set forth:

1. The term of the Lease is extended through March 31, 2016, unless sooner terminated in accordance with the terms of the Lease.

2. Effective April 1, 2014, the monthly minimum rental due and payable in accordance with the terms of the Lease shall be as follows:

April 1, 2014 - March 31, 2016 : \$3,233.33 per month

3. All unexercised options, if any, to extend the term of the Lease are hereby rendered null and void and shall be of no further force or effect. Tenant has no further option to extend the term of the Lease beyond March 31, 2016.

4. The following notifies Tenant of the obligations under Texas Law with respect to construction renovation or demolition work and the possible presence of asbestos containing materials:

Generally, your lease with Weingarten contains a provision, which requires that you obtain Landlord's consent prior to performing any alterations at the Premises. The State of Texas has imposed certain strict requirements, which must be followed prior to any construction, renovation or demolition work (collectively "construction work") being performed at the Premises.

The law requires that anyone undertaking any construction work activities in a shopping center or commercial park must submit one of the following when applying for a municipal building permit :

(i) An asbestos survey on all parts of the building which will be affected by the construction work performed by a state-licensed asbestos inspector ("Asbestos Survey"); or

(ii) Certification from a licensed engineer or architect ("licensed professional") stating that (a) the licensed professional has reviewed the Material Safety Data Sheets and the Asbestos Surveys, relating to the original construction as well as any subsequent construction work, for all parts of the building being affected by the planned construction work; and (b) in the professional opinion of the licensed professional, the parts of the building being affected by the planned construction work do not contain asbestos. THE LAW PROHIBITS A CITY IN TEXAS FROM ISSUING A BUILDING PERMIT UNLESS ONE OF THE ABOVE DOCUMENTS IS PROVIDED.

We also want to remind you that any construction work that may disturb "friable" or certain non-friable asbestos-containing material is subject to detailed requirements established by the United States Environmental Protection Agency (EPA). Friable asbestos-containing materials can be pulverized or reduced to a powdery form by hand pressure, but the EPA rules also apply to such non-friable materials as resilient floor tile, gaskets, and asphalt roofing under certain conditions. The EPA requires that regulated asbestos-containing materials be removed or encapsulated by an authorized asbestos abatement contractor before the construction work is undertaken, and these requirements apply even if a building permit for the construction work is not required. THE TEXAS DEPARTMENT OF HEALTH, AS WELL AS THE EPA, ENFORCES THESE REQUIREMENTS IN TEXAS, AND ANYONE FAILING TO FOLLOW THE EPA STANDARDS CAN BE FINED UP TO \$10,000 PER DAY BY THE TEXAS DEPARTMENT OF HEALTH OR UP TO \$27,500 PER DAY BY EPA.

Please be aware that should you plan to perform any construction work in your Premises, compliance with Texas law is your responsibility.

Should you have any questions regarding this important matter, please contact your property manager at 713.866.6000.

5. Prohibited Persons and Transactions. Tenant represents and warrants to Landlord that Tenant is currently in compliance with, and Tenant further covenants to Landlord that Tenant shall at all times during the term of the Lease (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including, but not limited to, Executive Order 13224, dated September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental, regulatory, or administrative action relating thereto.

Except as otherwise provided in this Renewal Letter, all of the terms and provisions of the Lease shall be applicable during such extension period unless any such interpretation is expressly negated. Tenant acknowledges that there are no off-sets or defenses against enforcement of the Lease as of this date, and Landlord is not in default of any obligation thereunder.

The parties to this agreement desire to expedite the drafting and completion of this agreement. They acknowledge that the Lease, which is modified by this agreement, includes capitalized and defined terms. In order to avoid the delay which would be necessary to reference properly the capitalized and defined terms used in the Lease, the parties have elected rather to use generic terminology in this agreement rather than the defined terms of the Lease. For example, where the Lease may use the defined terms "Minimum Rent," "Base Rent," or "Fixed Minimum Rent," this agreement will use the term "monthly minimum rental" to describe the regular monthly rental payments due under the Lease, as hereby modified. Any capitalized or defined terms used in this agreement, if any, will have the meanings ascribed to them in this agreement, which may or may not correspond to a similarly defined term in the Lease.

Weingarten Realty Investors (the "trust") is an unincorporated trust organized under the Texas Real Estate Investment Trust Act. Neither the shareholders of the trust, nor its trust managers, officers, employees or other agents are personally, corporately or individually liable for any debt, act, omission or obligation of the trust, and all persons having claims of any kind against the trust must look solely to the property of the trust for the enforcement of their rights.

THE SUBMISSION OF THIS DOCUMENT FOR EXAMINATION AND/OR EXECUTION HEREOF SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED COUNTERPART BY LANDLORD TO THE OTHER PARTIES HERETO.

Except as otherwise expressly provided herein, the effective date of all of the terms and conditions of this Renewal Letter shall be deemed to be the date upon which the Renewal Letter is executed by Landlord.

(SIGNATURE PAGE TO FOLLOW)

AGREED AND ACCEPTED on the date signed by Landlord set forth below.

ATTEST:

CITY OF BEAUMONT

Secretary

By: _____

Name: _____

Title: _____
"TENANT"

EASTEX VENTURE,
a Texas joint venture

By: Weingarten Realty Investors,
a Texas real estate investment trust,
General Manager

By: _____

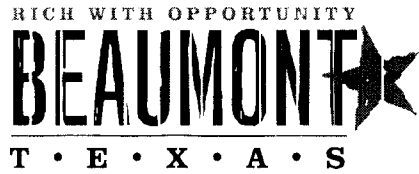
Name: _____

Title: _____

Date: _____
"LANDLORD"

EA/js
P0605

LCITYB001



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Patrick Donart, Public Works Director

MEETING DATE: April 1, 2013

REQUESTED ACTION: Council consider a resolution accepting the donation of property for the development of Northwest Parkway Project.

BACKGROUND

As part of the Northwest Parkway Project, approximately ten (10) parcels of land are being acquired. The owner of the property listed below, has agreed to donate their property to the City:

Parcel #4 14.553 acre situated in W. B. Dyches Survey, Abstract No. 17
Owner: Northwest Beaumont Development, Ltd.
Appraised Value: \$138,000.00

FUNDING SOURCE

None.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Northwest Beaumont Development, Ltd. has agreed to donate property as described in Exhibit "A" and shown on Exhibit "B," attached hereto, to the City of Beaumont for the Northwest Parkway Project and,

WHEREAS, the City Council has considered the donation of said tract and is of the opinion that the delivery and receipt of said tract is necessary and desirable and that same should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the donation of the above described property donated by Northwest Beaumont Development, Ltd. is hereby in all things accepted.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of April, 2014.

- Mayor Becky Ames -

PROPERTY DESCRIPTION OF PARCEL 4

**METES AND BOUNDS DESCRIPTION OF 14.553 ACRES OF LAND
SITUATED IN AND A PART OF THE
W.B. DYCHES, ABSTRACT NO. 17
JEFFERSON COUNTY, TEXAS**

Being a 14.553 acre tract or parcel of land, a portion of that certain tract of land (called 294.8436 acres) as conveyed by deed to Northwest Beaumont Development, LTD in Clerk's File No. 2002000092 of the Official Public Records of said County, part of the W.B. Dyches Survey, Abstract 17 of said County and being more particularly described by metes and bounds as follows;

FOR LOCATIVE PURPOSES COMMENCING at a 1/2" rod found marking the most easterly Southeast corner of said 294.8436 acre tract of land;

THENCE North 04 deg. 06 min. 52 sec. West along and with the East line of said 294.8436 acre tract of land a distance of 572.42 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set for the most easterly Southeast corner and the **PLACE OF BEGINNING** of the herein described tract of land;

THENCE South 86 deg. 57 min. 51 sec. West a distance of 313.10 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set for the beginning of a curve to the left;

THENCE along said curve with a radius of 1535.00 feet, a central angle of 36 deg. 21 min. 22 sec., a chord bearing of South 68 deg. 47 min. 10 sec. West, a chord length of 957.75 feet and an arc distance of 974.01 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set for point of tangency;

THENCE South 50 deg. 36 min. 29 sec. West a distance of 192.21 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set for the beginning of a curve to the right;

THENCE along said curve with a radius of 1265.00 feet, a central angle of 36 deg. 21 min. 22 sec., a chord bearing of South 68 deg. 47 min. 10 sec. West, a chord length of 789.29 feet and an arc distance of 802.68 feet to a 1/2" steel rod with cap marked Arceneaux & Gates set for point of tangency;

THENCE South 86 deg. 57 min. 51 sec. West a distance of 145.00 feet to a 1/2" steel rod with cap marked Arceneaux and Gates set for angle point;

THENCE South 41 deg. 57 min. 51 sec. West a distance of 56.57 feet to a 1/2" steel rod with cap marked Arceneaux and Gates set for angle point;

THENCE South 03 deg. 02 min. 09 sec. East a distance of 1021.48 feet to a ½" steel rod with cap marked Arceneaux and Gates set for the beginning of a curve to the right;

THENCE along said curve with a radius of 725.00 feet, a central angle of 18 deg. 45 min. 24 sec., a chord bearing of South 06 deg. 11 min. 40 sec. West, a chord length of 232.59 feet and an arc distance of 233.63 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency;

THENCE South 16 deg. 29 min. 57 sec. West a distance of 55.02 feet to a ½" steel rod with cap marked Arceneaux and Gates set in the southwesterly line of said 294.8436 acre tract of land and a point for the most southerly Southeast for corner of the herein described tract of land;

THENCE North 51 deg. 27 min. 09 sec. West along and with the southwesterly line of said 294.8436 acre tract of land a distance of 140.23 feet to a ½" steel rod with cap marked Arceneaux and Gates set for corner;

THENCE along a curve with a radius of 595.00 feet, a central angle of 18 deg. 27 min. 39 sec., a chord bearing of North 06 deg. 11 min. 40 sec. East, a chord length of 190.88 feet and an arc distance of 191.71 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency;

THENCE North 03 deg. 02 min. 09 sec. West a distance of 1021.48 feet to a ½" steel rod with cap marked Arceneaux and Gates set for angle point;

THENCE North 48 deg. 02 min. 09 sec. West a distance of 56.57 feet to a ½" steel rod with cap marked Arceneaux and Gates set for angle point;

THENCE South 86 deg. 57 min. 51 sec. West a distance of 145.00 feet to a ½" steel rod with cap marked Arceneaux and Gates set for the beginning of a curve to the left;

THENCE along said curve with a radius of 1135.00 feet, a central angle of 23 deg. 21 min. 39 sec., a chord bearing of South 75 deg. 17 min. 01 sec. West, a chord length of 459.77 feet and an arc distance of 462.77 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency;

THENCE South 63 deg. 36 min. 12 sec. West a distance of 281.51 feet to a ½" steel rod with cap marked Arceneaux and Gates set in the southwesterly line of said 294.8436 acre tract of land for corner;

THENCE North 35 deg. 48 min. 15 sec. West along and with the southwesterly line of said 294.8436 acre tract of land a distance of 131.77 feet to a ½" steel rod with cap marked Arceneaux and Gates set for the most westerly Northwest corner of the herein described tract of land;

THENCE North 63 deg. 36 min. 12 sec. East a distance of 303.04 feet to a ½" steel rod with cap marked Arceneaux and Gates set for the beginning of a curve to the right;

THENCE along said curve with a radius of 1265.00 feet, a central angle of 23 deg. 21 min. 39 sec., a chord bearing of North 75 deg. 17 min. 01 sec. East, a chord length of 512.21 feet and an arc distance of 515.77 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency;

THENCE North 86 deg. 57 min. 51 sec. East a distance of 500.00 feet to a ½" steel rod with cap marked Arceneaux and Gates set for the beginning of a curve to the left;

THENCE along said curve with a radius of 1135.00 feet, a central angle of 36 deg. 21 min. 22 sec., a chord bearing of North 68 deg. 47 min. 10 sec. East, a chord length of 708.17 feet and an arc distance of 720.19 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency;

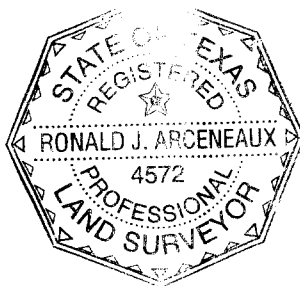
THENCE North 50 deg. 36 min. 29 sec. East a distance of 192.21 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the beginning of a curve to the right;

THENCE along said curve with a radius of 1665.00 feet, a central angle of 36 deg. 21 min. 22 sec., a chord bearing of North 68 deg. 47 min. 10 sec. East, a chord length of 1038.86 feet and an arc distance of 1056.50 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency;

THENCE North 86 deg. 57 min. 51 sec. East a distance of 310.79 feet to a ½" steel rod with cap marked Arceneaux & Gates set in the East line of said 294.8436 acre tract of land for the most northerly Northeast corner of the herein described tract of land;

THENCE South 04 deg. 03 min. 15 sec. East along and with the East line of said 294.8436 acre tract of land a distance of 130.02 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing 14.553 acres of land more or less.

Surveyed: December 2013



Ronald J. Arceneaux
Ronald J. Arceneaux, R.P.L.S. #4572

Notes:

Bearings, distances and coordinates referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83

An Exhibit of even date is being submitted with and being made a part of this Metes and Bounds Description.

Parcel Line Table		
Line #	Length	Direction
L1	313.10'	S86° 57' 51"W
L2	192.21'	S50° 36' 29"W
L3	145.00'	S86° 57' 51"W
L4	56.57'	S41° 57' 51"W
L5	1021.48'	S03° 02' 09"E
L5A	55.02'	S16° 29' 57"W
L6	140.23'	N51° 27' 09"W
L7	1021.48'	N03° 02' 09"W
L8	56.57'	N48° 02' 09"W
L9	145.00'	S86° 57' 51"W
L10	281.51'	S63° 36' 12"W
L11	131.77'	N35° 48' 15"W
L12	303.04'	N63° 36' 12"E
L13	500.00'	N86° 57' 51"E
L14	192.21'	N50° 36' 29"E
L15	310.79'	N86° 57' 51"E
L16	130.02'	S04° 03' 15"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	974.01'	1535.00'	36° 21' 22"	S68° 47' 10"W	957.75'
C2	802.68'	1265.00'	36° 21' 22"	S68° 47' 10"W	789.29'
C3	233.63'	725.00'	18° 45' 24"	S06° 11' 40"W	232.59'
C4	191.71'	595.00'	18° 27' 39"	N06° 11' 40"E	190.88'
C5	462.77'	1135.00'	23° 21' 39"	S75° 17' 01"W	459.77'
C6	515.77'	1265.00'	23° 21' 39"	N75° 17' 01"E	512.21'
C7	720.19'	1135.00'	36° 21' 22"	N68° 47' 10"E	708.17'
C8	1056.50'	1665.00'	36° 21' 22"	N68° 47' 10"E	1038.86'

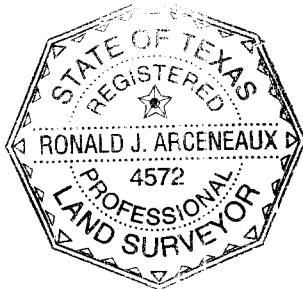
COORDINATES, BEARINGS AND DISTANCES REFERENCED
TO THE TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD 83.
GRID SCALE: 0.999958339

I, RONALD J. ARCENEUX, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4572 IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REFLECTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LIMITS, BOUNDARIES AND CORNERS ARE TRULY SHOWN JUST AS FOUND AT THE TIME OF THIS SURVEY.

THIS PLAT IS BEING SUBMITTED ALONG WITH METES AND BOUNDS DESCRIPTION
OF EVEN DATE BASED ON THIS SURVEY.

GIVEN UNDER MY HAND SEAL THIS THE 19 DAY OF FEB, 2018

RONALD J. ARCENEUX RPLS NO. 4572



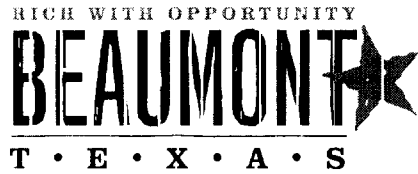
ARCENEUX & GATES
Consulting Engineers, Inc.
Engineers Surveyors Planners

3501 Turtle Creek Drive, Suite 102
Port Arthur, Texas 77542
(409) 724-7555
A Burrow Global Company

TEXAS REGISTERED ENGINEERING FIRM F-30
TEXAS LICENSED SURVEYING FIRM 100142-00

PARCEL PLAT PARCEL 4		PAGE 5 OF 5
NORTHWEST PARKWAY BEAUMONT, JEFFERSON COUNTY, TX		
DATE: DECEMBER 2013	SCALE: SHOWN	DRAWN: BJB
PROJ. No.: CAI-040	DESIGN:	CHECKED: RJA

5
OF
5



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Patrick Donart, Public Works Director

MEETING DATE: April 1, 2014

REQUESTED ACTION: Council consider a resolution authorizing eminent domain proceedings to acquire property for the Northwest Parkway Project.

BACKGROUND

As part of the Northwest Parkway Project, ten (10) parcels of land need to be acquired. The owner of this property refused the offer to sell their property to the City for the appraised market value. The subject property was appraised by Bishop Real Estate Appraisers as described:

Parcel #6 1.961 acre of land, situated in the W. B. Dyches Survey, Abstract No. 17
 Owner: Redwood Development, LP
 Value: \$28,000.00

Staff has made several contacts with the owner in an attempt to negotiate the acquisition of the property. The owner of the property has refused to accept the appraised value for their property.

Since the owner has refused to sell the property to the City for the appraised market value, it is necessary to initiate proceedings in eminent domain to acquire the property. In order to authorize the exercise of eminent domain to acquire property, a specific motion and record vote is necessary.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, the City Council of the City of Beaumont deems it necessary that the property described below be acquired for the Northwest Parkway Project; and,

WHEREAS, the City Council has found that a public necessity exists requiring the hereinafter described property:

1.961 acre of land, situated in the W.B. Dyches Survey,
Abstract No. 17
Appraised Value: \$28,000.00
Owner: Redwood Development, LP

; and,

WHEREAS, the City Council deems it necessary to acquire the hereinafter described interests in and to the above described property for the Northwest Parkway Project and has found and determined that said interests in and to the above described land is suited for such uses and that it is necessary to acquire same for said uses by the use of the power of Eminent Domain; and,

WHEREAS, the City of Beaumont, through its duly authorized representatives, has negotiated in good faith with the owners of the hereinafter above described land and has been unable to agree with the owners of such property as to the fair market value thereof and damages, if any, and further negotiations for settlement have become futile and impossible;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Attorney be and he is hereby authorized and directed to file or cause

to be filed against the owners of the above described parcel of land, and all claimants of any interest therein, proceedings in Eminent Domain to acquire fee simple title in and to the said parcel of land described in Exhibit "A" and shown on Exhibit "B," attached hereto and made a part hereof, the parcel of land being situated in Beaumont, Jefferson County, Texas for the public use of locating, opening, constructing, and maintaining Northwest Parkway, a public street in Beaumont, Jefferson County, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of April, 2014.

- Mayor Becky Ames -

PROPERTY DESCRIPTION OF PARCEL 6

**METES AND BOUNDS DESCRIPTION OF 1.961 ACRES OF LAND
SITUATED IN AND A PART OF THE
W.B. DYCHES, ABSTRACT NO. 17
JEFFERSON COUNTY, TEXAS**

Being a 1.961 acre tract or parcel of land, a portion of that certain tract of land (called 79.529 acres) as conveyed by deed to Redwood Development, LP in Clerk's File No. 2010033932 of the Official Public Records of said County, part of the W.B. Dyches Survey, Abstract 17 of said County and being more particularly described by metes and bounds as follows;

FOR LOCATIVE PURPOSES COMMENCING at Drainage District No. 6 monument found marking the most westerly Southwest corner of said 79.529 acre tract of land, and a point in the East line of that certain tract of land (called 2.772 acres) as conveyed to Drainage District No. 6 in Clerk's File No. 2001040445 of the Official Public Records of said County;

THENCE North 02 deg. 52 min. 20 sec. West along and with the West line of said 79.529 acre tract of land and the East line of said 2.772 acre tract of land a distance of 1560.16 feet to a ½" rod with cap marked Access found in the easterly line of that certain tract of land (called 4.417 acres) as conveyed by deed to Jefferson County Drainage District No. 6 in Clerk's File No. 2008000947 of the Official Public Records of said County and marking the beginning of a curve to the left;

THENCE along said curve with a radius of 1245.20 feet, a central angle of 04 deg. 35 min. 36 sec., a chord bearing of North 05 deg. 02 min. 57 sec. West, a chord length of 99.80 feet and an arc distance of 99.82 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Southwest corner and **PLACE OF BEGINNING** of the herein described tract of land;

THENCE continuing along and with the West line of said 79.529 acre tract of land and the East line of said 4.417 acre tract of land a curve to the left with a radius of 1245.20 feet, a central angle of 06 deg. 01 min. 54 sec., a chord bearing of North 10 deg. 21 min. 42 sec. West, a chord length of 131.03 feet and an arc distance of 131.09 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Northwest corner of the herein described tract of land;

THENCE along a curve with a radius of 2335.00 feet, a central angle of 08 deg. 39 min. 47 sec., a chord bearing of North 67 deg. 56 min. 05 sec. East, a chord length of 352.71 feet and an arc distance of 353.04 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency;

THENCE North 63 deg. 36 min. 12 sec. East a distance of 276.35 feet to a ½" steel rod with cap marked Arceneaux & Gates set in the easterly line of said 79.529 acre tract of land and the westerly line of that certain tract of land (called 9.44 acres) as conveyed by deed to Jefferson County Drainage District No. 6 in County Clerk's Film File Code 104-01-0353 of the Official Public Records of said County for the Northeast corner of the herein described tract of land;

THENCE South 35 deg. 48 min. 15 sec. East along and with the easterly line of said 79.529 acre tract of land and the westerly line of said 9.44 acre tract of land a distance of 131.77 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Southeast corner of the herein described tract of land;

THENCE South 63 deg. 36 min. 12 sec. West a distance of 297.89 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the beginning of a curve to the right;

THENCE along said curve with a radius of 2465.00 feet, a central angle of 09 deg. 03 min. 13 sec., a chord bearing of South 68 deg. 07 min. 49 sec. West, a chord length of 389.11 feet and an arc distance of 389.51 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing 1.961 acres of land more or less.

Surveyed: December 2013



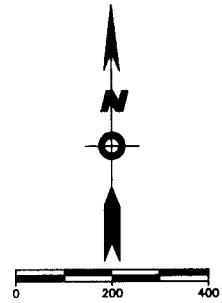
Ronald J. Arceneaux
Ronald J. Arceneaux, R.P.L.S. #4572

Notes:

Bearings, distances and coordinates referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83

An Exhibit of even date is being submitted with and being made a part of this Metes and Bounds Description.

AMOCO PRODUCTS CO.
TO
NORTHWEST BEAUMONT
DEVELOPMENT, LTD
294.8436 AC.
01/02/2002
CF#2002000092



LATEX INVESTORS, LP
TO
DD#6.
4.417 AC.
01/10/2008
CF#2008000947

AMOCO PRODUCTS CO.
TO
D.D.#6 TRACT 2-D
9.44Ac.
11/05/2001
F.F. 104-01-0353

R=1245.20'
ARC=99.82'
 $\Delta=04^{\circ} 35' 36''$
CB=N 05° 02' 57" W
CL=99.80'

LATEX INVESTORS, LP
TO
REDWOOD DEVELOPMENT, LP
79.529 AC.
09/14/2010
CF#2010033932

LATEX INVESTORS, LP
TO
D.D.#6 TRACT 2
2.772 Ac.
11/05/2001
CF#2001040445

W.B. DYCHES SURVEY
A-17

N 02° 52' 20" W 1560.16'

POINTE PARKWAY

LEGEND

- ▲ FOUND CORNER
- SET 1/2" STEEL ROD W/CAP
MARKED ARCENEUX & GATES

POC POINT OF COMMENCING

POB POINT OF BEGINNING

DATE OF SURVEY: DECEMBER 2013



ARCENEUX & GATES
Consulting Engineers, Inc.
Engineers Surveyors Planners

3601 Turtle Creek Drive, Suite 102
Port Arthur, Texas 77642
(409) 724-7888
A Burrow Global Company

TEXAS REGISTERED ENGINEERING FIRM F-30
TEXAS LICENSED SURVEYING FIRM 100142-00

PARCEL PLAT

PARCEL 6

NORTHWEST PARKWAY

BEAUMONT, JEFFERSON COUNTY, TX

PAGE

3
OF
4

DATE: DECEMBER 2013

SCALE: SHOWN

DRAWN: BJB

PROJ. No.: CAI-040

DESIGN:

CHECKED: RJA

EXHIBIT "B"

Parcel Line Table

Line #	Length	Direction
L1	276.35'	N63° 36' 12"E
L2	131.77'	S35° 48' 15"E
L3	297.89'	S63° 36' 12"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	131.09'	1245.20'	06° 01' 54"	N10° 21' 42"W	131.03'
C2	353.04'	2335.00'	08° 39' 47"	N67° 56' 05"E	352.71'
C3	389.51'	2465.00'	09° 03' 13"	S68° 07' 49"W	389.11'

NOTES:

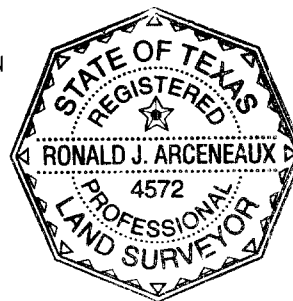
COORDINATES, BEARINGS AND DISTANCES REFERENCED
TO THE TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD 83.
GRID SCALE: 0.999958339

I, RONALD J. ARCENEUX, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4572
IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY
REFLECTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION
AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LIMITS, BOUNDARIES AND
CORNERS ARE TRULY SHOWN JUST AS FOUND AT THE TIME OF THIS SURVEY.

THIS PLAT IS BEING SUBMITTED ALONG WITH METES AND BOUNDS DESCRIPTION
OF EVEN DATE BASED ON THIS SURVEY.

GIVEN UNDER MY HAND SEAL THIS THE 19 DAY OF Dec, 2013.

Ronald J. Arceneux
RONALD J. ARCENEUX, RPLS NO. 4572



ARCENEUX & GATES
Consulting Engineers, Inc.
Engineers Surveyors Planners

3601 Turtle Creek Drive, Suite 102
Port Arthur, Texas 77642
(409) 724-7888
A Burrow Global Company

TEXAS REGISTERED ENGINEERING FIRM F-30
TEXAS LICENSED SURVEYING FIRM 100142-00

PARCEL PLAT

PARCEL 6

NORTHWEST PARKWAY

BEAUMONT, JEFFERSON COUNTY, TX

PAGE

4

OF

4

DATE: DECEMBER 2013

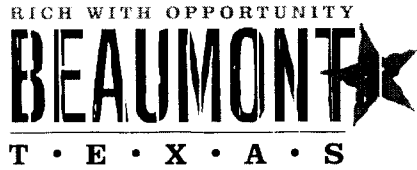
SCALE: SHOWN

DRAWN: BJB

PROJ. No.: CAI-040

DESIGN:

CHECKED: RJA



D

City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: April 1, 2014

REQUESTED ACTION: Council consider a resolution approving the City Manager to execute all documents necessary for an affiliation agreement between The City of Beaumont's EMS Division and San Jacinto College.

BACKGROUND

San Jacinto College is requesting an agreement with the City of Beaumont's Emergency Medical Services Division to provide clinical experience to its students majoring in the Emergency Medical Services Program.

The responsibilities of San Jacinto College will include but not be limited to the following:

- provision of classroom theory;
- preparation of student assignments;
- continuous communications with Beaumont EMS regarding student performance; and
- supervision of students.

The responsibilities of Beaumont EMS will include but not be limited to the following:

- acceptance and reasonable orientation of students;
- coordination of the college's assignment schedule;
- assistance in evaluation of each student;
- designation of an individual to serve as liaison with the college;
- provision of basic medical care to students in case of an emergency;
- provision of reasonable opportunities for students to observe and assist in various aspects of patient care; and
- ultimate control of responsibility of patient care.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.



Health Sciences Division

STUDENT AFFILIATION AGREEMENT
BETWEEN
Beaumont Emergency Medical Services
SAN JACINTO COMMUNITY COLLEGE DISTRICT

This Agreement is executed on the 1st day of August, 2014 between SAN JACINTO COMMUNITY COLLEGE DISTRICT, for and on behalf of its Central Campus (SJCD) Department of Emergency Medical Technology hereinafter referred to as "College" in this Agreement, and Beaumont Emergency Medical Services hereinafter referred to as "Facility" in this Agreement,

WITNESSETH:

WHEREAS, College offers to enrolled students a degree program in the field of Emergency Medical Technology

WHEREAS, the proper training of such professionals requires exposure to practical clinical problems, which is primarily attainable through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Facility has the environment and facilities within and through which the students of College can acquire such practical, clinical experience; and

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of the College be given the opportunity to utilize the facilities of the Facility as a practice laboratory and for educational purposes:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenant and premises hereinafter contained, the parties agree as follows:

1. RESPONSIBILITIES OF COLLEGE:

- a. **Clinical Program.** College shall be responsible for the implementation and operation of the clinical component of its programs at Facility, which programs shall be approved in advance by Facility. This Agreement shall cover the following clinical program(s) at Facility: Emergency Medical Technology ("Program"). Such responsibilities shall include, but not be limited to, the following:
 - (i) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Facility;
 - (ii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Facility;
 - (iii) Continuing oral and written communication with Facility regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - (iv) Supervision of students and their performance at FACILITY;
 - (v) Performance of such other duties as may from time to time be agreed to between College and Facility;

- (vi) Provide adequate documentation attesting to competency of each instructor.
All students, faculty, employees, agents and representatives of School participating in the Program at Facility (the "Program Participants") shall be accountable to the Facility's Administrator.

- b. **Insurance.** College will procure and maintain throughout the term of this Agreement professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate for its faculty members and students assigned to the Facility which shall cover all their activities at Facility. College shall provide Facility with Certificates of Insurance evidencing said coverage and any renewals thereof at the commencement, and upon the renewal, of this Agreement. College shall notify Facility at least thirty (30) days in advance of any proposed cancellation or change in said coverage. By entering into this Agreement, and complying with the terms and requirements hereof, it is recognized that College is not waiving the governmental immunity that College, its agents or employees have under law or any other rights, privileges and immunities belonging to or ascertainable by College under either state or federal law.
- c. **Health of Program Participants.** College shall inform all Program Participants of the necessity to maintain documentation of their health records, including updated immunization records which may include the following:
 - (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - (iv) Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
- d. **Background Checks.** College shall, in a timely manner at the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. If College has students or staff/faculty on-site at Facility prior to the execution of this Agreement, then College shall immediately require a retrospective background check on such persons. The background check shall include, at a minimum, the following:
 - (i) Social Security number verification;
 - (ii) Criminal Search (7-years or up to 5 criminal searches);
 - (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years;
 - (iv) HHS/OIG List of Excluded Individuals/Entities;
 - (v) GSA List of Parties Excluded from Federal Programs;
 - (vi) Texas HHS List of Excluded Individuals/Entities;
 - (vii) Violent sexual offender and predator registry search; and

- (viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of of Specially Designation Nationals (DSN) search.

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and in addition, shall include the following:

- (i) Education verification (highest degree);
- (ii) Professional License Verification;
- (iii) Certifications and Designation Checks;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, as applicable based on responsibilities:
and
- (vi) Consumer Credit Report, as applicable based on responsibilities.

Written results of these criminal background checks may be provided to Facility upon receipt of a written consent and release to disclosure executed by the Program Participant.

Should the background check disclose adverse information as to any student and/or member of the staff/faculty, College shall immediately remove said student and/or member of the staff/faculty from participation in the Program at Facility.

- e. **Performance.** All faculty provided by College shall be duly licensed, certified or otherwise qualified to participate in the Program at Facility. College shall have a specially designated staff for the performance of the services specified herein. College and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of College as may be in effect from time to time. Neither College nor any Program Participant shall interfere with or adversely affect the operation of Facility or the performance of services therein.
- f. **College Status.** College represents and warrants to Facility that College and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in College or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and College shall immediately notify Facility of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Facility the right to immediately terminate this Agreement for cause.
- g. **Bloodborne Pathogens.** College will ensure that all Program Participants who may be at risk for occupational exposure to blood or other potentially infectious materials will be:
 - (i) Trained in accordance with the Occupational Safety and Health Administration's

(OSHA) Occupational Exposure to Bloodborne Pathogens (as published in Friday, December 6, 1991 Federal Register) and any amendments thereto;

- (ii) Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV) and other bloodborne pathogens;
 - (iii) Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices and personal protective equipment;
 - (iv) Provided information on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits of being vaccinated; and
 - (v) Provided proper follow-up evaluation following any exposure incident.
- h. **College Liaison.** College shall designate an individual to serve as liaison with the Facility as it relates to the Program. The College liaison will cooperate with and facilitate communication between the Facility and College. The College liaison will meet with the Facility liaison and other representatives as may be needed to support the Program at the Facility.

2. RESPONSIBILITIES OF FACILITY.

- a. Facility shall accept the Program Participants assigned to the Program by College and reasonably cooperate in the orientation of all Program Participants to Facility. Facility shall provide reasonable opportunities for such Program Participants, who shall be supervised by College and Facility, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Facility operations. Facility shall coordinate College's rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.
- b. Upon the request of College, Facility shall assist College in the evaluation of each Program Participant's performance in the Program. However, College shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- c. Facility shall cooperate with College's faculty members in the coordination of Program Participants' assignment to clinical areas in the Facility.
- d. Facility shall cooperate with College in the scheduling and in the participation of conferences and meetings with College representatives as it relates to the Program.
- e. Facility shall designate an individual to serve as liaison with the College as it relates to the Program. The Facility liaison will cooperate with and facilitate communication between the Facility and College. The Facility liaison will meet with the College liaison and other representatives as may be needed to support the Program at the Facility.
- f. Facility shall provide basic medical care and treatment to Program Participants and/or College faculty members in the event of injury or illness while at the Facility until other arrangements, as may be appropriate, for such person's medical care can be made. Any Facility or medical expenses incurred for the provision of medical services shall be the responsibility of the injured or ill Program Participant or College faculty member.

3. MUTUAL RESPONSIBILITIES.

The parties shall cooperate to fulfill the following mutual responsibilities:

- a. Program Participants shall be treated as trainees who have no expectation of receiving compensation or future employment from the Facility or the College.
- b. Any courtesy appointments to faculty or staff by either the College or Facility shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

Facility may request College to withdraw or dismiss a student or other Program Participant from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Program Participant's participation in the Program at Facility shall immediately cease. It is understood that only College can dismiss the Program Participant from the Program.

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. College shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Facility for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. INDEMNIFICATION.

To the extent authorized under the constitution and laws of the State of Texas, College shall hold Facility harmless from liability resulting from College's acts or omissions within the terms of this Agreement provided, however, College shall not hold Facility harmless from any claims, demands or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Facility, its officers, agents, representatives or employees, or any person not subject to College's supervision or control. Facility shall indemnify College against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by College in defending or compromising actions brought against College arising out of or related to the Facility's performance of duties hereunder.

8. CONFIDENTIALITY.

College and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility. College shall not disclose the terms of this

Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Facility. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to College.

9. TERM; TERMINATION.

- (a) The initial term of this Agreement shall be 5 years, commencing on August 1, 2014 and ending on July 31, 2019 and may be extended upon mutual consent of both parties hereto evidenced in writing for additional five-year terms, unless sooner terminated in accordance with applicable provisions of this Agreement.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice. Upon termination of this Agreement, as provided herein, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term of this Agreement, including, without limitation, confidentiality of information, indemnities, and offers to employees. No termination as provided herein, however, shall be effective with regard to Program Participants currently enrolled in the Program at Facility at the time of notice of termination, who shall be given the opportunity to complete their clinical Program at Facility.

10. ENTIRE AGREEMENT.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. CAPTIONS.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. NO WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

15. ASSIGNMENT; BINDING EFFECT.

College may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Facility. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

COLLEGE:

San Jacinto Community College Central Campus
Health Sciences Division
8060 Spencer Hwy
Pasadena, Texas 77505

FACILITY:

Beaumont Emergency Medical Services
2870 Laurel
Beaumont, Texas 77702

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA REQUIREMENTS.

To the extent applicable to this Agreement, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transaction Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The College shall direct its Program Participants to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Facility's protected health information, the Program Participants are defined as members of the Facility's workforce, as that term is defined by 45 CFR Section 160.103, when engaged in

activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Facility.

19. FERPA.

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C §1232g; 34 CFR Part 99), the College hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

20. NO REQUIREMENT TO REFER.

Nothing in this Agreement requires or obligates College to admit or cause the admittance of a patient to Facility or to use Facility's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

COLLEGE

SAN JACINTO COMMUNITY COLLEGE
CENTRAL CAMPUS
8060 Spencer Hwy.
Pasadena, Texas 77505

FACILITY

Beaumont Emergency Medical Services
2870 Laurel
Beaumont, Texas 77702

Brenda Hellyer, Ed.D.
Chancellor

Max Nguyen
EMS Manager

Dr. Laurel Williamson
Deputy Chancellor and
President of San Jacinto College District

Kyle Hayes
City Manager
City of Beaumont

EXHIBIT A

STUDENT AFFILIATION AGREEMENT

1. The facility is Beaumont Emergency Medical Services
2. College is San Jacinto Community College District.
3. The College designated Faculty member with supervision responsibility, as provided herein, is Joseph Hamilton.
4. The Facility liaison for the facility is Max Nguyen.
5. The number of students enrolled in the program shall be one - three students per shift.
6. The time period of the program shall be from August 1, 2014 – July 31, 2019.
7. The student activities shall consists of the following: Performing patient care skills at EMT-Basic, AEMT & Paramedic level as per SJCC EMT learning objectives under the supervision of Beaumont EMS preceptors / crew.
8. The insurance carrier for the College, its students and faculty representative is:
Bill Beaty, 13140 Coit Rd., Suite 510 Dallas, Texas 75240.
9. Insurance policy number: AHC 2000917
Effective Date: 9/1/13 to 9/1/14

RESOLUTION NO.

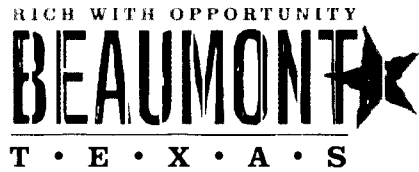
BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to enter into an affiliation agreement between the City of Beaumont EMS Division and the San Jacinto Community College for the sole purpose of clinical experience and educational purposes under the supervision of the EMS Division.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of April, 2014.


- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY:  Patrick Donart, Public Works Director

MEETING DATE: April 1, 2014

REQUESTED ACTION: Council consider a resolution authorizing the execution of a License to Encroach Agreement with Terry Chilton.

BACKGROUND

There is an existing structure located at 190 E. Circuit encroaching into an eight foot (8') utility easement in Lot 7, Calder Terrace Addition. The structure encroaches between 2.5' and 3'.

The request from Terry Chilton, the owner of the structure, was submitted to all city departments and utility companies with no objections to the encroachment; no response from Centerpoint Energy.

The License Agreement protects the City from liability and provides a thirty (30) day cancellation clause.

FUNDING SOURCE

There is a one time non-refundable fee of \$500 from Terry Chilton for the License to Encroach.

RECOMMENDATION

Approval of resolution.

RICH WITH OPPORTUNITY

BEAUMONT 

T • E • X • A • S

Application for License to Encroach
City of Beaumont, Texas

1. NAME OF APPLICANT: Terry Chilton
ADDRESS: 190 E. Circuit PHONE: (409) 781-2041
2. AUTHORITY OF APPLICANT: Owner
3. NAME OF OWNER: Same as Above
ADDRESS: Same as Above PHONE: Same as Above
LEGAL DESCRIPTION OF OWNER'S PROPERTY (Lots, Blocks, Subdivision)
TO BE SERVED BY EASEMENT OR RIGHT-OF-WAY: Lot 7, Calder
Terrace (Vol 357 Page 73)
4. DESCRIPTION OF EASEMENT OR RIGHT-OF-WAY INVOLVED: 8' wide utility easement
5. PRESENT USE OF EASEMENT OR RIGHT-OF-WAY (List Utilities if Present):
Unknown
6. USE OF EASEMENT OR RIGHT-OF-WAY DESIRED BY OWNER:
existing garage
7. ATTACH A MAP OR PLAT DELINEATING THE EASEMENT OR PUBLIC
RIGHT-OF-WAY (Dimensioned and to Engineering Scale). PLEASE INCLUDE
ALL PERTINENT INFORMATION ON THE MAP:
 - i. Distances from edge of pavement or back of curb
 - ii. Street names and nearest cross streets
 - iii. Side of the street [east, west, north, south]
8. COST TO BE PAID FOR LICENSE TO ENCROACH AT TIME APPLICATION
IS SUBMITTED - \$500 SAID COST BEING NON-REFUNDABLE.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND
CORRECT.

Terry Chilton
SIGNATURE

RESOLUTION NO.

WHEREAS, Terry Chilton has requested that the City of Beaumont grant a License to Encroach into one (1) eight foot (8') utility easement at 190 E. Circuit Drive, which is described as being in Lot 7, Calder Terrace Addition, to the City of Beaumont. The encroachment being two (2) existing structures overlapping between 2.5' and 3' in the 8' utility easement as described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes; and,

WHEREAS, City staff has expended considerable time and effort in investigating the effect of such encroachment upon the City easement and utilities therein; and,

WHEREAS, it appears that it would be equitable to allow such encroachment at this time;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute a License to Encroach with Terry Chilton to encroach into one (1) eight foot (8') utility easement at 190 E. Circuit Drive, which is described as being in Lot 7, Calder Terrace Addition, to the City of Beaumont. The encroachment being two (2) existing structures overlapping between 2.5' and 3' into the 8' utility easement, as described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes for a one-time fee of Five Hundred Dollars (\$500.00) for the License to Encroach.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of April,
2014.

- Mayor Becky Ames-

LICENSE TO ENCROACH

STATE OF TEXAS

X

ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

X

On the date last indicated below, the City of Beaumont, a municipal corporation, of Beaumont, Jefferson County, Texas, herein called "Licensor" and Terry Chilton, owner, hereinafter called "Licensee", contracted and agreed as set forth herein.

Licensee desires a license from Licensor to use that real property (the subject of this license agreement) described as follows:

Said encroachment being two structures overlapping 8' (eight foot) utility easement by 2.5' to 3' on Lot 7, Calder Terrace Addition (190 E. Circuit). Said encroachment is shown on Exhibit "A", attached.

Subject property may continue to be occupied and used by Licensee solely in connection with the existing structures and for incidental purposes related thereto during the term of this license or until termination thereof. Said license shall terminate upon removal or demolition of said encroachment.

Substantial improvements shall not be made upon any encroachment without first obtaining the written consent of Licensor and giving notice to Licensor in writing of how, when and to what extent such improvements are to be made. A copy of this license shall be attached to such notice.

Substantial improvement means any repair, construction, or improvement of a structure, the cost of which equals or exceeds twenty-five percent (25%) of the market value of the structure either: (1) before the improvement or repair is started; or (2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any portion of the structure commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any projects or improvements of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to protect the health, safety and welfare of the public, inhabitants, or users of such structure.

In the event the City of Beaumont, by resolution of the City Council, determines it needs the subject property, or any part thereof, for the benefit of the City or to protect the health, safety or welfare of the public, and it terminates this license or any part thereof, Licensee shall not receive any compensation and the City of Beaumont shall not be liable therefore, whether for the value of property taken, damage to the abutting or remaining property or improvement, loss of business or profit, loss of access, or otherwise.

Licensee shall at all times indemnify and hold harmless Licensor and any franchised entity of licensor against, and pay in full, for all claims, losses, damages, law suits, attorney's fees, costs, judgments or expenses, that Licensor and any franchised entity of Licensor may sustain, incur, be required to pay or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of such encroaching structure.

Licensor, and any franchised entity of Licensor, reserves the right to make improvements, perform maintenance and construction to the right-of-way or premises covered by this license where such is deemed necessary for the health, welfare and safety of the community. In doing so, Licensor and any franchised entity of Licensor shall not be liable to Licensee for any damage occasioned thereby and Licensee shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by Licensee to said encroaching structure or any abutting or attached structures, improvements or land caused by the removal or alteration of any encroachment. In addition, Licensee shall reimburse Licensor and any franchised entity of Licensor any additional costs resulting from the encroachment.

Licensor will not be responsible for any damages to the structures due to any repairs by Licensor, and any franchised entity of Licensor. The Licensor, and any franchised entity of Licensor shall not be responsible for the repair and replacement of any paving or other structures within the Easement property.

Licensee shall not permit trees, shrubs, plants, or any object to be placed on the subject property in such a manner as to obstruct the view of traffic. In addition, Licensor will not be responsible for any damages to the structure if the sewer main should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews.

As part of the consideration for this agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars (\$500.00). Said sum being non-refundable.

This license shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

This agreement is terminable by either party by giving written notice to the other specifying the date of termination. Said notice shall be given not less than thirty (30) days prior to the termination date, therein specified, and shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

This license is neither assignable nor transferable except in conjunction with, and as part of, Licensee's conveyance of all the abutting property this license serves, through probate or warranty deed or lease. In any such event, Licensor shall be notified of such occurrence by being delivered a copy of the document or documents conveying or leasing the same.

Any notice to Licensor shall be sufficient if it is mailed or hand delivered to the Office of the City Engineer, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704. Any notice to Licensee or their successors shall be sufficient if mailed or hand delivered to Property Owner at 190 E. Circuit, Beaumont, Texas 77706.

IN WITNESS, WHEREOF, the parties hereto have executed this agreement as of
the _____ day of _____, 2014.

LICENSOR:
CITY OF BEAUMONT

LICENSEE:

By: _____
KYLE HAYES
CITY MANAGER

By: _____
TERRY CHILTON

ACKNOWLEDGMENTS

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the _____ day of _____, 2014, by Kyle Hayes, City Manager of the City of Beaumont, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS X

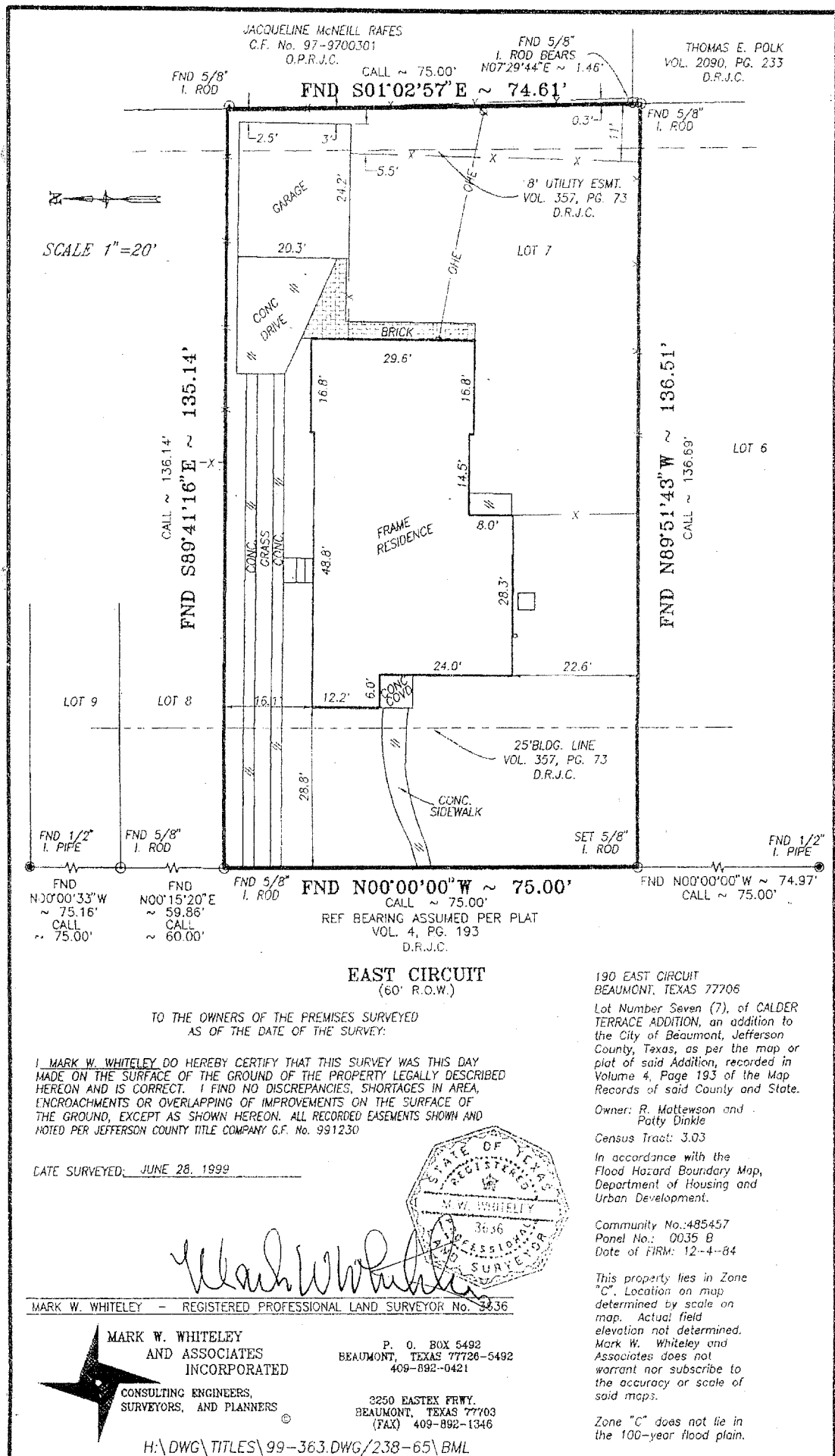
COUNTY OF JEFFERSON X

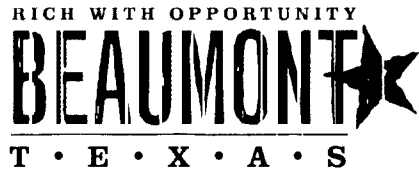
This instrument was acknowledged before me on the _____ day of _____, 2014, by Terry Chilton.

Notary Public, State of Texas

RETURN TO:

City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, Texas 77704





City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{PD} Patrick Donart, Public Works Director

MEETING DATE: April 1, 2014

REQUESTED ACTION: Council consider a resolution authorizing the settlement of the claim styled City of Beaumont v. Sunland Construction, Inc. and TransCanada Keystone Pipeline, LP

BACKGROUND

This matter was most recently presented and discussed in Executive Session held on March 25, 2014. The Public Works Director is requesting authority to accept the settlement offer from Sunland Construction, Inc. in the amount of \$150,000.00.

FUNDING SOURCE

The settlement of this claim would result in the receipt of \$150,000.00 in payment to repair Terrell Park Road.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, the claim styled City of Beaumont v. Sunland Construction, Inc. and TransCanada Keystone Pipeline, LP has been discussed in an Executive Session properly called and held Tuesday, March 25, 2014; and,

WHEREAS, the City Attorney is requesting authority to settle this claim;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

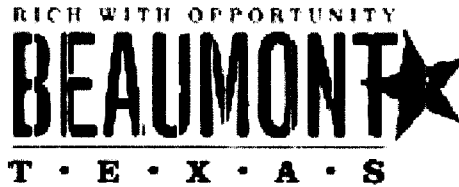
THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Attorney be and he is hereby authorized to settle the claim styled City of Beaumont v. Sunland Construction, Inc. and TransCanada Keystone Pipeline, LP for the receipt of the sum of One Hundred Fifty Thousand and XX/100 Dollars (\$150,000); and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the claim.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of April, 2014.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS APRIL 1, 2014 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda item No. 1/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution approving the award of a contract for the purchase of firefighter protective clothing from Casco Industries, Inc. of Houston

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSION

- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

Robert Louis Patillo vs. The City of Beaumont; Case No. A-194,989

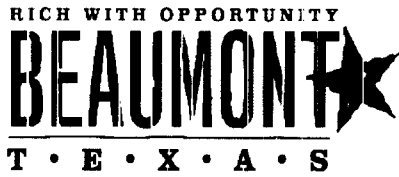
The U.S. Department of Housing and Urban Development's Small Business Revolving Loan Fund

- * As authorized by Section 551.087 of the Government Code, to discuss and deliberate economic development negotiations regarding a business entity proposing a Ford Park Convention Hotel and Water Park

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

April 1, 2014


Consider a resolution approving the award of a contract for the purchase of firefighter protective clothing from Casco Industries, Inc. of Houston



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: April 1, 2014

REQUESTED ACTION: Council consider a resolution approving the award of a contract for the purchase of firefighter protective clothing from Casco Industries, Inc., of Houston in the estimated amount of \$127,500.

BACKGROUND

The Fire Department has tested several brands of fire protective clothing over the past year. They have determined that the line from Globe Manufacturing Co., offers ease of movement, excellent protection for fire fighters, and best value to the City. The clothing is made of fire retardant materials to provide protection from burns and exposure to hazardous chemicals during fire fighting operations, and provides protection from blood-borne pathogens. The Globe equipment tested has proven superior in performance to other manufacturers equipment, and at a cost approximately \$35.00 less per set.

Casco Industries, Inc., of Houston is the exclusive and sole source vendor for Globe Manufacturing in Texas and surrounding states.

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract to Casco Industries, Inc., of Houston, Texas, the sole local source for Globe Manufacturing Co. equipment, for the purchase of an estimated quantity of 60 sets of fire protective clothing for firefighters at \$2,125 per set for an estimated total cost of \$127,500; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a Contract with Casco Industries, Inc., of Houston, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of April, 2014.

- Mayor Becky Ames -